

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Zachary Zuber,

Plaintiffs,

v.

Goodyear Tire & Rubber Company, Inc.,
d/b/a Goodyear Auto Service Center

Defendants.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL DISTRICT

Case No.: 2018-CP-40-_____

SUMMONS

TO: GOODYEAR TIRE & RUBBER COMPANY, INC., D/B/A GOODYEAR AUTO SERVICE CENTER, DEFENDANT:

YOU ARE HEREBY SUMMONED and required to answer the Complaint, a copy of which is now served to you, and to serve a copy of your Answer to this Complaint to the subscriber, Lori S. Murray, Esquire, at her office via P.O. Box 2332, Columbia, SC 29202, within THIRTY (30) days after service, excluding the day of service. If you fail to Answer the Complaint within that time, judgment by default will be rendered against you for the relief demanded in the Complaint.

s/Lori S. Murray
Lori S. Murray, Esquire
SC Bar #: 11324
1527 Blanding Street
P.O. Box 2332
Columbia, SC 29202
(803) 779-4472
lsmurray@lorimurraylaw.com
ATTORNEY FOR PLAINTIFF

Columbia, South Carolina

Dated this 28th day of November, 2018

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Zachary Zuber,

Plaintiffs,

v.

Goodyear Tire & Rubber Company, Inc.,
d/b/a Goodyear Auto Service Center,

Defendant.

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL DISTRICT

Case No.:

COMPLAINT

TO: GOODYEAR TIRE & RUBBER COMPANY, INC., d/b/a GOODYEAR AUTO SERVICE CENTER

Now comes the Plaintiff Zachary Zuber, complaining of the Goodyear Tire & Rubber Company, Inc., d/b/a Goodyear Auto Service Center, who will respectfully show unto the Court the following:

PARTIES AND JURISDICTION

1. Upon information and belief, Plaintiff, Zachary Zuber is a citizen and resident of the county of Lexington, State of South Carolina.
2. Upon information and belief, Defendant, Goodyear Tire & Rubber Company, Inc., d/b/a Goodyear Auto Service Center (hereafter "Goodyear") is a corporation organized and existing under the laws of the State of Ohio which owns property and transacts business in the county of Lexington, State of South Carolina.
3. That all service provided on Plaintiff's vehicle was performed by agents and or employees of the Defendant Goodyear who were acting within the scope of their employment.
4. That Defendant Goodyear is vicariously liable for the acts of its agents and employees by and through the Doctrine of Respondeat Superior.

5. The acts and occurrences giving rise to all causes of action in this Complaint arose in the County of Lexington, State of South Carolina.

FACTUAL BACKGROUND AS TO ALL PARTIES

6. On or about September 7, 2017, Plaintiff was the owner of a 1990 Ford Bronco.
7. That on or about the same date, Plaintiff had his 1990 Ford Bronco serviced at Goodyear Auto Service Center located at 102 Old Cherokee Road, Lexington, South Carolina by agents and/or employees of Goodyear Auto Service Center.
8. That Goodyear Auto Service Center is a division of Defendant Goodyear Tire & Rubber Company, Inc.
9. That the service performed by Defendant Goodyear on September 7, 2017, consisted of installing a new set of tires brought in by Plaintiff. More specifically, the service consisted of a courtesy tire and maintenance inspection, check vehicle for alignment and mount and balance package carry-in up to 16”.
10. That this service required Defendant Goodyear to install four new tires on Plaintiff's vehicle.
11. That Defendant Goodyear failed to properly install the tires.
12. That on or about September 12, 2017, Plaintiff was operating his vehicle on Shirway Road, Lexington, SC, when suddenly and without warning, the left rear tire disengaged and came off of the vehicle.
13. That as a result of the left rear tire coming off of the vehicle, Plaintiff lost control of the vehicle and the vehicle flipped several times causing great injury to the Plaintiff.

FOR A FIRST CAUSE OF ACTION (Negligence and Recklessness)

14. The allegations of paragraphs one through thirteen are incorporated herein by reference as if repeated verbatim.

15. The injuries and damages sustained by the Plaintiffs were the direct and proximate result of the negligence, gross negligence, willfulness, wantonness, carelessness and recklessness of Defendant in the following particulars:

- a. failing to properly service the defendant's vehicle;
- b. failing to properly install the tires;
- c. failing to properly tighten the lug nuts on the vehicle tires;
- d. failing to torque the wheels and/or tires;
- e. failing to properly check their work and verify the tire installation was done properly;
- f. failing to ensure the safe operation of the Plaintiff's vehicle;
- g. failing to ensure such policies and procedures were in place to verify tires were securely installed;
- h. failing to follow their own guidelines for the installation of tires; and
- i. failing to exercise the degree of care and caution that a reasonable and prudent person would have exercised under the same or similar circumstances;

16. As a direct and proximate cause of the Defendant's negligence, gross negligence, willfulness, wantonness, carelessness and recklessness, Plaintiffs have suffered serious personal injuries as well as mental and emotional anguish and pain and suffering.

FOR A SECOND CAUSE OF ACTION
(Breach of Implied Warranty)

17. The above paragraphs one through sixteen are incorporated herein as if repeated verbatim.

18. At all times relevant herein, Defendant Goodyear held itself out as an expert in the field of tire installation and service.

19. The tires were improperly installed causing them to disengage from the vehicle without warning.

20. At all times relevant herein, Plaintiff was a foreseeable customer of Defendant and a foreseeable user of the vehicle.
21. At the time of the accident, the vehicle was being used in the intended manner and purpose.
22. Defendant issued an implied warranty that its labor would enable the tires and/or wheels to be used for said purpose.
23. Defendant breached this implied warranty.
24. As a proximate result of the above referenced breach of warranty, Plaintiff suffered damages including damage to his vehicle and great bodily harm.

**FOR A THIRD CAUSE OF ACTION
(Breach of Express Warranty)**

25. The above paragraphs one through twenty-four are incorporated herein as if repeated verbatim.
26. The Defendant by and through its servants, employees and/or agents, made express affirmations of warranty on its parts and labor including six months and/or 6,000 miles for labor on alignment and a twenty-four month and/or 24,000 mile warranty for its wheel balance.
27. The Defendant breached the warranty on their labor and/or parts.
28. As a proximate result of Defendant's breach of its express warranty, Plaintiff has sustained damages including damages to his vehicle and great bodily harm.

(AS TO ALL CAUSES OF ACTION)

29. The above paragraphs one through twenty-eight are incorporated herein as if repeated verbatim.
30. Plaintiff has sustained serious injury, pain and suffering and emotional distress as a proximate result of this accident.

31. Plaintiff has incurred and will continue to incur medical expenses related to his injuries resulting from this accident.

WHEREFORE, Plaintiff prays for judgment against Defendant for actual damages and punitive damages in an amount to be determined by the tryer of fact, for the costs associated with this action, including attorney's fees and for other such relief as this Court may deem just and proper.

s/Lori S. Murray
Lori S. Murray, Esq.
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ATTORNEY FOR PLAINTIFF

Columbia, South Carolina

November 28, 2018

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Zachary Zuber,

Plaintiffs,

v.

Goodyear Tire & Rubber Company, Inc,
d/b/a Goodyear Auto Service Center

Defendant.

IN THE COURT OF COMMON PLEAS

ELEVENTH JUDICIAL DISTRICT

C/A Number: 2018-CP-32-04088

AFFIDAVIT OF SERVICE

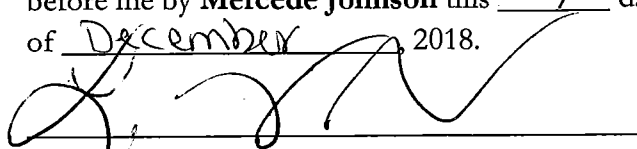
PERSONALLY APPEARED BEFORE ME, the undersigned employee of The Law Offices of Lori S. Murray, who does hereby swear and affirm that she has this 3rd day of December, 2018, served the foregoing Summons and Complaint upon the registered agent for Goodyear Tire & Rubber Company, Inc, d/b/a Goodyear Auto Service Center by placing the same in the United States Postal Service mail, certified mail, return receipt requested with sufficient postage affixed thereto, addressed as follows: Corporation Service Company, 1703 Laurel Street, Columbia, South Carolina 29201. Service of the Summons and Complaint is further evidenced by the Certified Mail Return Receipt attached hereto as Exhibit A.


Mercede Johnson

Columbia, South Carolina

Dated this 7 day of December, 2018

Subscribed, sworn to, and acknowledged
before me by **Mercede Johnson** this 7 day
of December, 2018.


Notary Public of South Carolina

My Commission Expires: 6/11/2023